

Product Disclosure Statement & Cover Terms



DAN WORLD DIVING INSURANCE PLAN



Bring on tomorrow

Table of Contents

PRODUCT DISCLOSURE STATEMENT (PDS)	3
How this insurance is arranged	3
Benefits Overview	5
Important Information	6
Effective Dates	6
Waiting Period	6
Premium, GST and Excess	6
Cooling Off period	7
Financial Claims Scheme	7
The Code of Practice	7
Dispute Resolution	7
Privacy Notice	8
Your Duty of Disclosure	9
COVER WORDING	10
Important Notes	10
Definitions	10
DESCRIPTION OF BENEFITS	15
BENEFIT A – COVERED MEDICAL CHARGES	15
Standard Plan	15
Master Plan	15
Preferred Plan	15
Covered Medical Charges	15
Limited Covered Medical Charges	17
Extended Benefits	17
BENEFIT B – ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT AND PERMANENT TOTAL DISABILITY COVER	18
Accidental Death and Dismemberment Benefit	18
Permanent Total Disability Benefit	19
Exclusions applying to all Benefits	19
GENERAL POLICY PROVISIONS	21
HOW TO FILE A CLAIM	21

PRODUCT DISCLOSURE STATEMENT (PDS)

This Product Disclosure Statement (“**PDS**”) is designed to assist you in your decision to purchase the DAN World Diving Insurance Plan. It contains information about key benefits and significant features of such cover.

The PDS also contains important information about your rights and obligations including:

- The Cooling Off Period
- Privacy Notice
- The Duty of Disclosure
- Complaints

The full terms and conditions that apply to the DAN World Diving Insurance Plan are contained the coverage terms (“**Terms**”) found after the PDS.

The definitions found in the Terms to which this PDS is attached will equally apply to the PDS.

We recommend you read the PDS in conjunction with the Terms.

How this insurance is arranged

The Terms are subject to and forms part of the Group Diving Insurance Policy (“**the Group Policy**”) which has been issued to DAN World Ltd (“**DAN**”) by AIG Australia Limited ABN 93 004 727 753 AFSL 381686 and is subject to the terms and conditions contained herein.

AIG Australia Limited contact details are:

AIG Australia Limited (“**We/Us/Our/AIG**”)
Level 19,
2 Park Street
Sydney NSW 2000

AIG issues the Group Policy pursuant to an Australian Financial Services Licence (“**AFSL**”) granted to AIG by the Australian Securities and Investments Commission.

AIG prepared this PDS and settles claims

Cover is arranged by Honan Insurance Group Pty Ltd (ABN 67 005 372 396 AFSL246749) (“**HIG**”).

DAN is a Group Purchasing Body under the ASIC Corporations (Group Purchasing Bodies) Instrument 2018/751 (“**the Instrument**”) and has arranged the coverage under the Group Policy issued to DAN by AIG.

This document also constitutes the necessary disclosure required by DAN as a Group Purchasing Body under the Instrument. DAN is not an Authorised Financial Services Licensee of AIG as provided for under the Corporations Act 2001.

DAN is not the issuer of the insurance coverage and neither DAN nor any of its related corporations guarantee any of the benefits under the Group Policy and the Terms nor are they under any financial or monetary obligation under the Instrument. You however are a beneficiary under the Group Policy. This means that subject to the terms of the Group Policy, your right to claim under the Group Policy and these Terms will be covered and paid by the AIG.

DAN does not receive any commission or remuneration from AIG for arranging this cover.

Neither DAN nor any of its related corporations are Authorised Representatives (under the Corporations Act 2001) of AIG. DAN is not authorised to provide any financial advice in respect to the coverage under the Group Policy or the Terms. You should consider obtaining your own financial product advice about the coverage under the Group Policy or the Terms from a person who is able to give such advice under an Australian Financial Services Licence.

If the Group Policy is terminated any claim arising prior to such date of termination will, subject to the terms of the Group Policy and the Terms, be covered by AIG.

There are special requirements, obligations and conditions relating to termination or non-renewal of the Group Policy.

In particular under the Instrument:

- You will be notified if the Group Policy ends or is not renewed but not if substantially similar cover applies or will apply.
- If no such notification is given, DAN is liable to compensate you for any loss or damage you may suffer as a result of DAN failing to notify you.

You are able to (i) verify the current status of Your coverage, (ii) whether the Group Policy is still current; or (iii) obtain a copy of the Group Policy (free of charge and within a reasonable time) by contacting AIG at the address set out above.

DAN contact details are:

DAN World Ltd.
ABN 55 324 165 878
49A Karnak Road, Ashburton, Victoria
Email: infoap@dan.org
Website: www.danap.org
Phone: +61 3 9886 9166

Any financial services provided by HIG is under HIG's Financial Services License (AFSL Number 246749).

This PDS is dated 30 May 2019

Benefits Overview

A summary of some of the benefits of your cover under the Terms can be found in the table below. There are different coverage plans available which are detailed below, and which provide different limits

You should be aware that exclusions do apply. For detailed information about the benefits, exclusions, the circumstances under which and the times benefits are provided and the process for making a claim, please read the Terms after the PDS.

Plans ("the Plan")			
	Standard	Master	Preferred
Dive Depth Limit	40 Metres	50 Metres	No Depth Limit
Benefits			
Benefit A: Medical, hospital and other covered medical charges because of a Diving Incident	Up to AUD\$50,000	Up to AUD\$150,000	Up to AUD\$300,000
Benefit B: Accidental Death, Dismemberment and Permanent Total Disability (Optional Cover)	No Cover	Accidental Death and Dismemberment up to \$10,000; Permanent Total Disability up to AUD\$15,000 Disability cover up to age 65	
Cover Triggered By	Diving Incident resulting in Decompression Illness (DCI)	As for Standard plan plus Diving Incident resulting in Pulmonary Barotrauma plus any other Accidental In-water Injury	

The Group Policy and Terms only provides cover to you if you are resident in Australia and are over 12 years of age and under 80 years of age and only provides protection as a result of a covered diving incident.

It is designed for recreational divers, underwater photographers, certain scientific divers, dive masters and instructors but does not cover any other commercial diving operations.

Where permitted by law, within Australia the insurance may cover some of the costs and expenses that are not subject to any Medicare coverage and, where permitted, costs and expenses under the Private Health Insurance Act 2007 or any of the rules made thereunder. Generally cover is only available for medical expenses where such expenses arose and where incurred outside the Commonwealth of Australia.

This cover does not replace Private Health Insurance.

Optional cover for death, dismemberment and permanent total disablement is also available in accordance with the table of plans above.

We only provide cover for the events, limits and sums insured applicable to the Plan you have selected which is shown in your Certificate of Insurance and for the period of time specified in the Terms and subject to its terms.

You need to make sure that you are happy with the extent of the cover provided by this insurance. If not, you may not get the cover you require.

Read the Terms for a full explanation of the cover.

Important Information

This cover is made up of the Product Disclosure Statement, the Group Policy, the Terms and the Certificate of Insurance which details the Plan and level of cover you have selected; and any other document which is agreed to form part of the cover such as endorsements.

This cover is subject to terms, conditions, special provisions, and exclusions outlined in this document and the Group Policy. It is important that you read the terms carefully to familiarise yourself with these provisions. Specifically, please take special note of the following matters.

Effective Dates

The Effective Date of coverage is the date acceptance of cover is confirmed by DAN or its agent and will commence at 12:01 a.m. local time at Your home address.

Waiting Period

Please note that in certain circumstances the Effective Date may be deferred to a later date later than the date set out in the paragraph above. The circumstances when this will happen as well as the corresponding deferred Effective Date is set out below:

- i. If you have engaged in any diving or other activity prior to their Effective Date that has materially contributed to, directly or in-directly or resulted in a Diving Incident or where applicable an Accidental In-water Injury then the Effective Date will be deemed to be deferred to the date of your complete recovery from such incident or injury as certified by a medical practitioner.
- ii. If you are confined in an Institution on the Effective Date for this cover, then the Effective Date for their cover will be deemed to be deferred to the date of your discharge from the Institution.

In both the scenarios listed above, no cover will be provided under the Group Policy and Terms for any evacuation, medical, paramedical or other benefits incurred prior to the deferred Effective Date, regardless of the date on which a claim for such cover or benefit is made by or on behalf of the Insured Person.

Premium, GST and Excess

This cover provided under the Group Policy and Terms is subject to payment of premium. In order to calculate the premium applicable, we take into consideration which plan has been selected. The premium is inclusive of applicable government charges including GST and Stamp Duty in relation to the coverage. The total cost of coverage is shown on Your Certificate of Insurance and is made up of your premium plus Government Taxes such as, GST and Stamp Duty.

The excess is the amount you must contribute towards the cost of any claim you make.

If We agree to pay Your claim, we will deduct the excess from the amount of the claim we will pay to You, or We will ask You to pay the Excess to a supplier, repairer, or to Us.

The excess payable by You is shown in the Terms unless it is specifically noted in the Certificate of Insurance to be otherwise.

The amount of premium payable for this cover also includes an amount on account of GST. The sums insured under this cover excludes GST.

When we make a payment under the insurance for the acquisition of goods, services or other supplies we will reduce the payment by the amount of any input tax credit that you are or would have been entitled to if you made a relevant acquisition.

Where you are registered for GST You must tell us Your correct input tax credit entitlement. Any fines or penalties arising from your incorrect advice are payable by you.

Cooling Off period

If, after reading the Terms, you are not satisfied with the cover, you may cancel the cover within 15 days of receiving your cover documentation and obtain a full refund less any non-refundable government charges and taxes that we have paid. You may notify us in writing or electronically.

If you make a claim for any incident within the 15-day period, no cooling off period is permitted.

If the cover is for an event that will finish within the 15 days cooling off period, you can only exercise your right to cancel before the event starts.

Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme ("Scheme") applies to the cover. In the unlikely event that we are unable to meet our obligations under the insurance, persons entitled to make a claim under the insurance cover under the cover terms may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.

The Code of Practice

AIG Australia Limited is signatory to the General Insurance Code of Practice ("Code"). The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information on the Code please visit www.codeofpractice.com.au.

Dispute Resolution

How we will handle your complaint

We strive to provide an efficient, honest, fair and transparent standard of service at all times. We recognise that occasionally mistakes or misunderstandings can happen. If this is the case, we realise that you will want to let us know and may wish to make a complaint.

If you make a complaint we will make sure that your concerns are addressed as quickly as possible.

What should you do if you have a complaint?

You can register a complaint by telephoning us on 1800 339 669, lodging your complaint on our website, or by writing to:

The Compliance Manager
AIG Australia Limited
Level 12, 717 Bourke Street
Docklands VIC 3008

As soon as we receive your complaint we will take all possible steps to resolve it. You will receive a written response to your complaint within 15 working days, unless we agree a longer timeframe with you.

What should you do if you are not happy with our response to your complaint?

If you are not satisfied with our response to your complaint, you may wish to have the matter reviewed by our Internal Dispute Resolution Committee ("Committee"). The Committee is comprised of either a Senior Manager or Senior Management of the company who have the experience and authority to decide on matters brought to the Committee.

If you wish to have your complaint reviewed by this Committee, please telephone or write to the person

who has signed the response letter to your complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the Committee in reviewing your claim or enquiry. Your complaint will then be treated as a dispute. You may also make a request for a review by the Committee by contacting:

The Chairperson IDRC
AIG Australia Limited
Level 12, 717 Bourke Street
Docklands VIC 3008

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to you within 15 working days of the date you advise us you wish to take your complaint to IDRC.

If we are unable to provide a written response setting out the final decision we will keep you informed of progress at least every 10 days.

If you are not satisfied with the finding of the Committee, or if we have been unable to resolve your complaint within 45 calendar days, you may be able to take your matter to an independent dispute resolution body, the Australian Financial Complaints Authority (“**AFCA**”). This external dispute resolution body can make decisions with which AIG are obliged to comply. Contact details are:

Australian Financial Complaints Authority
GPO Box 3
Melbourne, VIC 3001
Tel: 1300 78 08 08 (local call fee applies)
Email: info@afca.org.au
Internet: <http://www.afca.org.au>

You should note that use of the AFCA scheme does not preclude you from subsequently exercising any legal rights, which you may have if you are still unhappy with the outcome. Before doing so however, we strongly recommend that you obtain independent legal advice.

If your complaint does not fall within the AFCA's terms of reference, we will advise you to seek independent legal advice or give you information about any other external dispute resolution options (if any) that may be available to you.

Privacy Notice

This notice sets out how AIG collects, uses and discloses personal information about: you, if an individual; and other individuals you provide information about.

Further information about our Privacy Policy is available at www.aig.com.au or by contacting us at australia.privacy.manager@aig.com or on 1300 030 886.

How we collect your personal information

AIG usually collects personal information from you or your agents. AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under the cover, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publicly available sources.

Why we collect your personal information

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- improve customer service and products including carrying out research and analysis including data analytics functions; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

To whom we disclose your personal information

In the course of underwriting and administering your cover we may disclose your information to:

- you or our agents, entities to which AIG is related, reinsurers, contractors or third-party providers providing services related to the administration of your cover;
- banks and financial institutions for cover payments;
- you or our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third-party providers for data analytics functions;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: Ireland, Belgium, the Netherlands, Germany, France, United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

Access to your personal information

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Complaints

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

Consent

Your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Your duty of disclosure for renewals

Before you renew this contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You have this duty until we agree to renew the contract.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

COVER WORDING

Important Notes

AIG has issued a Group Diving Insurance Policy ("the Group Policy") to DAN World Ltd ("**DAN**") for Your benefit. AIG hereby certifies that You, subject to the acceptance of Your enrolment application and payment of applicable premium due, are insured for benefits as provided under the Certificate of Insurance issued to you.

Definitions

The following definitions, and any limitations or restrictions contained in these definitions, apply to all benefits provided under these Terms.

Accident/Accidental means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place.

Act of Terrorism means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Acts of Terrorism.

Act of Terrorism shall also include any act which is verified or recognized by the (relevant) Government as an act of terrorism.

Arterial Gas Embolism (AGE) means signs and symptoms due to gas entering the arterial system as a result of over-pressurization of gas-containing body structures resulting from a Covered Dive.

Certificate of Insurance is the Certificate of Insurance issued to You when you take out this insurance or when You renew or endorse the cover.

Covered Dive means during the period this Insurance is in force, a recreational snorkelling activity, recreational dive, diving while a scuba instructor, dive master, is present on the actual dive, diving or snorkelling for the purposes of underwater photography, or diving while performing underwater research for a state or national government agency or university and provided such dives follow the diving safety guidelines of the American Academy of Underwater Scientists (AAUS) or any other recognized scientific body. A Covered Dive must begin while Insurance is in force and must comply with the following depth restrictions:

Standard Plan – maximum depth 40 meters or less

Master Plan – maximum depth 50 meters or less

Preferred Plan – no maximum depth limit; provided that the Member held appropriate certification and was using appropriate breathing gas mixes and equipment for the dive or dives undertaken.

A Covered Dive begins when a person enters the water to commence the diving or snorkelling activity referenced above and ends when the person exits the water at the end of that particular activity.

Custodial Care means care:

1. Provided primarily for the maintenance of the Insured Person; and
2. Essentially designed to assist the Insured Person in the activities of daily living.

Custodial Care does not include care primarily provided for its therapeutic value in the treatment of injury or illness.

Decompression Illness (DCI) means Decompression Sickness (DCS) or Arterial Gas Embolism (AGE).

Decompression Sickness (DCS) means signs and symptoms due to gas in the tissues resulting from a Covered Dive.

Diving Incident means an Accident (including an Accident caused by a marine animal or organism) that (i) occurs during a Covered Dive and (ii) directly results in DCI. .

Diving Student means a person who participates in a course of instruction that leads to diving certification. The course of instruction must be under the direction of an approved organization. The course of instruction must be of limited duration (usually six weeks or less) and have a very limited number of open water dives (usually four to five).

Effective Date of coverage is the date acceptance of cover is confirmed by DAN or its agent and will commence at 12:01 a.m. local time at Your home address.

Eligible Person means a person:

- i. that satisfies the eligibility requirements to be a Member; and
- ii. that is a current DAN World Members; and
- iii. whose home is in Australia; and
- iv. who are over 12 years of age and under 80 years of age on the effective date of cover under this insurance; and
- v. who are recreational divers, underwater photographers, certain scientific divers, dive masters and instructors.

Hospital means an Institution constituted, licensed and operated as a hospital that meets fully the following:

- i. is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located;
- ii. is under the supervision of a medical staff and has one or more Physicians available at all times;
- iii. provides 24 hours a day service by registered graduate nurses (RN's);
- iv. maintains on its premises all the facilities needed for the diagnosis, medical care and treatment of an injury or illness;
- v. maintains organized facilities for major surgery or has facilities available to it on a pre- arranged basis; and,
- vi. provides 24 hours a day service by registered graduate nurses (RN's).

No claim for treatment, care or services rendered in a Hospital will be denied solely because the Hospital lack major surgical facilities.

The term "Hospital" does not include an Institution, or that part of an Institution, used mainly for: (i) nursing care; (ii) rest care; (iii) convalescent care; (iv) care of the aged; (v) Custodial Care; or (vi) educational care.

Hyperbaric Chamber means a pressure vessel approved for recompression of Diving Incident victims and/or use of hyperbaric oxygen therapy, specifically for use for recompression of AGE or DCI.

Inpatient means an Insured Person who is confined as a registered bed-patient in a Hospital for whom a room and board charge is made.

Institution means a facility, operating within the scope of its license, whose purpose is to provide organized health care and treatment to a Member, such as a Hospital, convalescent or skilled nursing facility, ambulatory surgical centre, or any other such facility that the AIG approves.

Insurance/insurance means the coverage that an Insured Person has under the Group Policy and Terms.

Insured Member means the Member, and Diving Students who have Insurance under the Group Policy and in accordance with the Terms.

Insured Person means an Insured Member who is an Eligible Person and who is covered under the Group Policy as shown under the Certificate of Insurance and in accordance with the Terms.

Intensive Care Unit means a separate part of a Hospital that is reserved for critically and seriously ill patients who require highly skilled nursing care and constant or close and frequent audio-visual nursing observation. The Intensive Care Unit must provide its patients with:

1. Room and board;
2. Nursing care by Nurses who work only in the unit; and
3. Special equipment and supplies that are primarily for use within the unit.

In-water Injury means during the period this Insurance is in force any Injury that occurs while the Insured Person is diving or snorkelling and is a direct result of that activity.

Medically Necessary or Medical Necessity means services, treatment, care or supplies received by an Insured Person that We determine to be:

1. Appropriate and necessary for the symptoms, diagnosis or direct care and treatment of where applicable a Diving Incident or an Accidental In-water Injury;
2. Provided for the symptoms, diagnosis or direct care and treatment of where applicable a Diving Incident or an Accidental In-water Injury; and
3. Within standards of good medical practice within the organized medical community; and

4. Not primarily for the convenience of the Insured Person, Insured Person's Physician or another provider; and
5. The most appropriate supply or level of service that can safely be provided.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Insured Person is receiving or the severity of the Insured Person's condition and that Outpatient Treatment would not be adequate to effectively treat the Insured Person.

Member means the member in good standing of DAN. As used in this provision of the Group Policy, the term Member will also mean a Diving Student.

Month(ly) means the period from the beginning of a number day of a Month through the end of the day just before the same numbered day of the following Month.

Nuclear, Biological or Chemical Terrorism means the intentional use of nuclear agents such as nuclear bombs or detonation of a conventional explosive, and/or the intentional use of chemicals, and/or the dissemination of microorganisms or toxins derived from living organisms to produce disease or death in humans, animals or plants.

Nurse means a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN) who is licensed by the State Board of Nursing. For nursing services required outside the jurisdiction of the United States, Nurse means a healthcare practitioner providing nursing services that is licensed or certified to provide such services in the country or district where the services are rendered.

Outpatient Treatment means Medically Necessary services and supplies provided to an Insured Person in a Hospital or other Institution, including: Ambulatory Surgical Center; Convalescent or Skilled Nursing Facility; or Physician's office, when the Insured Person is not charged for room and board.

Physician means a medical practitioner of the healing arts who is licensed in the country or district where the services are rendered and operates within the scope of his or her license and provides services covered under the Group Policy and in accordance with the Terms. The term shall include a licensed physiotherapist but shall not include the Insured Person or any person related to the Insured Person by blood, marriage, or adoption.

Predisposing Medical Condition means any medical condition existing prior to the Effective Date of Insurance that may predispose the Member to an Accidental In-water Injury or Diving Incident. Such Predisposing Medical Condition includes, but is not limited to, epilepsy, diabetes, any other condition that could cause a person to become unconscious underwater, asthma, pulmonary disease, illness or injury, cardiovascular disease, cardiac conditions, previous DCI and major surgery.

Pre-existing Condition means a medical condition or symptoms that existed for which You have received, or a prudent person would have sought, diagnosis, treatment and/or medication within the 12 Months immediately preceding the effective date of Insurance.

Pulmonary Barotrauma means over distension and rupture of the lungs resulting from expanding gases during ascent from a Covered Dive.

Reasonable and Customary Charge(s) means charges for medical services and supplies that are required for the care of the Insured Person that: (1) are normally charged by the provider for these services and supplies; and (2) do not exceed the amount normally paid by the DAN International Preferred Provider Network (DAN IPPN) to providers of similar services and supplies. Consideration will be given to (1) the nature and severity of the condition for which the Insured Person needs care; and (2) any circumstances for which additional time, skill or experience are required. In any case where a provider of services accepts as full payment an amount less than the Reasonable and Customary Charge that would have been accepted in the absence of Insurance, that reduced amount will be the maximum Reasonable and Customary Charge. If other insurance exists, the most AIG will pay is the Reasonable and Customary Charge less what is paid by the Other Insurance.

Recompression Treatment means treatment for DCI in a recompression chamber.

Repetitive Dive Series means dives undertaken without a surface interval of at least 72 hours.

Room and Board means: (1) room and means; and (2) all general nursing services that are required for the care of Inpatients in a Hospital or other Institution. Charges for Room and Board must: (1) be billed by the Hospital or other Institution on its own behalf; and (2) be made at a daily or weekly rate that is based on the type of room required.

Scuba Diving Activity means any underwater activity involving the use of self-contained underwater breathing apparatus.

Surface Interval means the time spent out of the water between dives.

We/Our/Us means the AIG Australia Pty Ltd (AIG).

Your/You/you and **Your/your** carries the same meaning as Insured Person.

DESCRIPTION OF BENEFITS

BENEFIT A - COVERED MEDICAL CHARGES

Important:

This Benefit A cover is only available for medical expenses where such expenses arose and where incurred occur outside the Commonwealth of Australia.

However where permitted by law, within Australia this benefit may cover some of the medical costs and expenses that are not subject to any Medicare coverage and, where permitted, costs and expenses under the Private Health Insurance Act 2007 or any of the rules made thereunder

This cover does not replace Private Health Insurance.

AIG will pay the benefits described below to an Insured Person, subject to the terms, conditions and limitations contained herein for events occurring outside Australia:

Standard Plan

100% of Reasonable and Customary Charges (as specified under the section headed Covered Medical Charges) up to a maximum benefit of AUD\$50,000 Per Insured Person for Covered Medical Charges in respect of DCI and provided such DCI arose and subsequent Covered Medical Charges were incurred as a direct result of a Diving Incident.

It is a condition of coverage under this Plan that all diving and snorkelling activities are within 40 metres depth and all training and breathing gas requirements are in accordance with a particular diving or snorkelling policy.

Master Plan

100% of Reasonable and Customary Charges (as specified under the section headed Covered Medical Charges) up to a maximum benefit of AUD\$150,000 Per Insured Person for Covered Medical Charges in respect of or arising out of:

- i. DCI or Pulmonary Barotrauma provided such DCI and Pulmonary Barotrauma arose and subsequent Covered Medical Charges were incurred, where applicable, as a direct result of a Diving Incident; or
- ii. an Accidental In-water Injury

It is a condition of coverage under this Plan that all diving and snorkelling activities are within 50 metres depth, and all training and breathing gas requirements of a particular diving or snorkelling policy.

Preferred Plan

100% of Reasonable and Customary Charges (as specified under the section headed Covered Medical Charges) up to a maximum benefit per occurrence of AUD\$300,000 Per Insured Person for Covered Medical Charges incurred for a Diving Incident or an Accidental In-water Injury.

While there is no depth limit as a condition for coverage under this plan, nevertheless it is a condition of coverage under this Plan that all diving and snorkelling activities are within the training and breathing gas requirements of a particular diving or snorkelling policy.

Maximum Benefit Payable

The maximum benefit payable under the Plans specified above will apply to all Insured Persons. If an Insured Person elects to transfer from one Plan to another, the new maximum benefit will apply. An Insured Person cannot however elect to transfer from one Medical Insurance Plan to another if a claim, or an incident that may lead to a claim, has occurred.

Covered Medical Charges

AIG will pay 100% of the Covered Medical Charges described below, up to the Maximum Benefit of each Plan.

Covered Medical Charges means eligible charges that are for Medically Necessary services, supplies, care or treatment for (where applicable and depending on the Plan selected) a Diving Incident or Accidental In-water Injury. The Necessary Medical Charges must be incurred within 365 days of such accident or incident.

Such Medically Necessary services, supplies, care or treatment must be prescribed, performed or ordered by a Physician and the Covered Medical Charges for such services, supplies, care or treatment must be Reasonable and Customary.

For the purposes of this **Benefit A - Covered Medical Charges**, Covered Medical Charges include:

- i. Fees for treatment of DCI in a Hyperbaric Chamber. After each treatment, the patient's condition must be evaluated and the results of that evaluation reviewed and discussed with medical personnel at DAN World and/or National Baromedical Services (NBS). Each additional treatment after the first must be approved either by DAN or NBS. Charges in connection with any Pre-existing Condition are covered only after an initial period of coverage. An initial period of coverage is a period of twelve (12) consecutive months ending while the Insured Person is insured under the Group Policy and in accordance with the Terms and during which no medical services for the condition were received. The term "medical services" includes, but is not limited to, diagnosis, treatment and/or medications. Benefits following the initial period of Coverage for Pre-existing Conditions are considered payments for regular benefits.
- ii. Physician's charges for Hyperbaric Chamber treatment, medical care and surgical operations.
- iii. Local ambulance charges for transportation by a professional ground, air or marine ambulance service to the nearest Hospital or Hyperbaric Chamber where appropriate care or treatment can be given. All transportation involving air or marine ambulance service must be approved in advance by DAN TravelAssist to be eligible for reimbursement.
- iv. Hospital charges for:
 1. Room and Board;
 2. General nursing care, including Hyperbaric Chamber treatment;
 3. Other Inpatient and Outpatient services and supplies (this does not include charges for professional services rendered at the hospital by non-staff); and
 4. Confinement in an Intensive Care Unit as long as such confinement is ordered by a Physician and requires special medical and nursing treatment not generally provided to other Inpatients in the Hospital.
- v. The maximum allowance payable for room and board for each day of Hospital confinement shall be no greater than the average semi-private room rate for the Hospital where confined. If the Hospital where confined has only private rooms, the Daily Hospital Allowance will be 80% of the private room rate. The Daily Intensive Care Unit Allowance payable for room and board for each day of confinement in an Intensive Care Unit is two (2) times the Daily Hospital Allowance.
- vi. Medical Supply Charges for oxygen;
- vii. Other eligible charges including:
 1. Ambulatory surgical charges for necessary services and supplies if:
 - a. the charges are due to surgery;
 - b. benefits for these charges would have been payable if the surgery had been done in a Hospital; and,
 - c. such surgery is performed in an ambulatory surgical centre that is operating within the scope of its license to perform such surgery.
- viii. Surgeon's charges for the performance of surgical procedures
- ix. Anaesthesia charges and its administration when these are not covered as Hospital charges
- x. Nursing, physiotherapy, and occupational therapy charges for:

- a. private duty nursing care by a Nurse; and
 - b. treatment by a licensed physiotherapist; and
 - c. treatment by a licensed occupational therapist.
- xi. Radiological and laboratory charges for X-rays, radiological treatment, and diagnostic laboratory tests.
- xii. Medical supply charges for:
 1. casts, splints, trusses, braces, crutches, and surgical dressing; and
 2. artificial eyes and limbs for the initial replacement of natural eyes and limbs severed while an Insured Person; and
 3. rental of manually operated wheelchairs and hospital beds, oxygen equipment and other durable medical equipment that is used solely by the Insured Person. We may, at our discretion, approve purchase of such items.

Limited Covered Medical Charges for all Plans

Covered Medical Charges for alternative therapies like massage therapy and other physical manipulation of the body for healing, such as osteopathy, chiropractic and acupuncture are limited to AUD\$350 per calendar year and payable at AUD\$35 per visit for up to 10 visits.

Extended Benefits

If the Group Policy terminates while an Insured Person is totally disabled, benefits will be extended for Covered Medical Charges incurred after the date of termination. These extended benefits are subject to the same terms that would have applied if the Group Policy had remained in force. These extended benefits are payable only for charges incurred:

1. For treatment of where applicable the specific Accidental In-water Injury or specific Diving Incident that caused the total disability;
2. While such person remains so totally disabled; and
3. During the first 12 consecutive Months after the Group Policy terminates.

For purposes of this extension of benefits, "totally disabled" means that an Insured Person cannot perform the usual activities of a person of like age and sex with like occupation or retired status.

BENEFIT B - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT AND PERMANENT TOTAL DISABILITY AS A RESULT OF A DIVING INCIDENT OR AN ACCIDENTAL IN-WATER INJURY

The covers under Benefit B are optional and need to be selected.

Such covers are also only available with the Preferred and Master Plans

Accidental Death and Dismemberment Benefit

AIG will pay the benefit listed in the following table if an Insured Person sustains a loss as set out in the Table of Losses below ("**Loss**") resulting from an Accidental In-water Injury or Diving Incident (including Disappearance as specified below); provided that:

1. The Loss occurs within 365 days of the Diving Incident or an Accidental In-water Injury;
2. The benefit payable for any Loss shall be the amount stated opposite such Loss in the Table of Losses below.
3. The Principal Sum for this benefit is AUD\$10,000
4. If more than one Loss is sustained as the result of one Diving Incident or an Accidental In-water Injury, only one amount, the largest (if any), will be payable.

Table of Losses

<u>Loss of:</u>	<u>Payment:</u>
Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Either Hand or Foot	One-Half the Principal Sum
Sight of One Eye	One-Half the Principal Sum

In respect of "**Loss**" with regard to (i) hand and foot, actual severance through or above the wrist or ankle joint; and, (ii) eyes, the entire and irrecoverable loss of sight.

Loss of life must be evidenced by a death certificate or such other proof or documentation acceptable to AIG. Payment for Loss of Life of an Insured Person will be paid to the estate of the Insured Person. The beneficiary for Loss of Life for a spouse or dependent (covered as a family member) shall be the Insured Person.

Disappearance: If the body of the Insured Person has not been found within one year of the disappearance; forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed, subject to all other terms and provisions of this Policy; that such Insured Person shall have suffered Loss of Life for the purpose of this Accident Death and Dismemberment Indemnity. If the Insured Person is subsequently found alive, any benefits paid for Accidental Death shall be returned.

Exposure to the Elements: If by reason of a Diving Incident or an Accidental In-water Injury covered by the Group Policy and in accordance with the Terms, an Insured Person is unavoidably exposed to the elements and as a result of such exposure the Insured Person suffers a loss for which indemnity is otherwise payable hereunder; such loss will be covered under the terms of the Group Policy and in accordance with the Term.

Permanent Total Disability Benefit

Cover for Permanent Total Disablement is only available for an Insured Person between the ages of 21 to 65.

If an Insured Person gives AIG written notice that he or she is Permanently Totally Disabled, AIG will pay him or her the Principal Sum. The Principal Sum for this benefit is AUD\$15,000. The Permanent Total Disability must result from an Accidental In-water Injury or Diving Incident that occurs while coverage is in force and must be evidenced by a report from a Physician acceptable to AIG.

The Permanent Total Disablement must:

1. Occur within 365 days of the date of the Diving Incident or Accidental In-water Injury;
2. Continue without interruption for at least one year; and
3. Reasonably be expected to continue without interruption until the Insured Person's death.

Any amount otherwise payable under this benefit will be less any amount paid or payable under the Accidental Death and Dismemberment Benefit provided the loss is due to the same Diving Incident.

For purposes of this benefit only, the phrase "Permanent Total Disablement means that an Insured Person, due to an Accidental In-water Injury or Diving Incident, is unable to perform substantial and material duties of any occupation, if employed, or if retired, all of the normal activities for a person of like age and sex in good health.

Exclusions applying to all Benefits

No coverage is provided under these Terms and Group Policy:

1. after the date the Group Policy terminates, except as provided under the Extended Benefits provision;
2. for treatment of Chronic, Pre-Existing or Predisposing Medical Conditions, unless such condition was previously disclosed to DAN and the Insured Person received a written waiver for coverage of that condition;
3. for medical treatments occurring more than a year after where applicable an Accidental In-water Injury or a Diving Incident;
4. for services or supplies for which an Insured Person is not required to pay, or charges made only because insurance exists;
5. for any expenses which are compensable under other medical expense insurance, the Workers' Compensation or Occupational Disease Act or Law of any country, or any services, supplies or treatments provided under any federal, state or other governmental plan or law;
6. due to or in connection with any act due to war, declared or not;
7. for Custodial Care;
8. for drugs and medicine that may be obtained without written prescription and/or not furnished by and administered during a Hospital confinement as an Inpatient;
9. for charges that are more than the Reasonable and Customary Charges for the services and supplies furnished;
10. for Hospital services and supplies when confinement is solely for diagnostic testing purposes;
11. for or in connection with nervous, emotional or mental disorders;
12. for a dive, or one or more dives as part of a Repetitive Dive Series, which exceeds the maximum depth specified under the Plan taken out by the Member.
13. for a diving accident that occurs after drug and alcohol use unless such drug was prescribed by a Physician and was not excluded in a letter of exclusion provided by DAN to the Insured Person at the time of joining DAN;
14. for medical exams not required for treatment of where applicable an Accidental In-water Injury or a Diving Incident;
15. for routine eye or hearing exams, eye refractions, eye glasses, contact lens, hearing aids or any type of external appliances used to improve visual or hearing acuity and their fittings;
16. For cosmetic or reconstructive procedures, and any related services or supplies, which alter appearance but do not restore or improve impaired physical functions;
17. for care, treatment, services or supplies:
 - a. not prescribed by a Physician;
 - b. not Medically Necessary;

- c. resulting from a Predisposing Medical Condition that was not declared in writing to DAN at the time of application for cover or communicated to DAN in writing if the condition arose during the period of cover;
 - d. that are considered experimental or provided mainly for the purpose of medical or other research;
 - e. received from a Nurse which do not require the skill and training of a Nurse; or,
 - f. received in a Hospital owned or operated by the government of any country or any of its agencies, which provides services without charge;
 - g. provided or paid for by any governmental plan or law not restricted to the government's civilian employees and their dependents;
 - h. ordered by a family member;
 - i. to the extent that benefits are payable under other provisions of the Group Policy and the Terms;
 - j. provided or paid for by any government's civilian employees and their dependents; or
 - k. for which benefits are not payable due to any coinsurance provisions of this Group Policy; or,
18. in connection with any Act of Terrorism or Nuclear, Biological or Chemical Terrorism;
 19. in connection with undertaking a dive, a Repetitive Dive Series, a Scuba Diving Activity or snorkelling activity against the advice of a physician or DAN Staff Medic;
 20. in connection with flying within a Surface Interval shorter than the required interval specified in the most recent Divers Alert Network Flying After Diving Guidelines;
 21. in connection with flying within 72 hours of Recompression Treatment or within a longer no-flying period if so specified by the treating physician;
 22. in connection with undertaking a dive, a Repetitive Dive Series, or a scuba diving activity within a minimum period of six weeks after the completion of Recompression Treatment;
 23. in connection with undertaking a dive, a Repetitive Dive Series, or a Scuba Diving Activity without first obtaining a clearance to return to diving from the treating physician after undergoing Recompression Treatment;
 24. in connection with undertaking a dive, a Repetitive Dive Series, a Scuba Diving Activity, a snorkelling activity, or breathhold diving activity as part of preparation for or participation in a contest, competition, record attempt, trial or experiment related to achieving depth or endurance records on compressed gas or breathhold;
 25. in connection with undertaking a dive, a Repetitive Dive Series, a Scuba Diving Activity, a snorkelling activity, or breathhold diving activity in a manner in which the Insured Person knew, or reasonably should have known, would expose them to an obvious risk of suffering an injury or illness, or exacerbating a current illness or injury;
 26. in connection with transportation or treatment expenses in those cases where the Insured Person fails to promptly contact DAN at the time of the event giving rise to the claim in accordance with DAN procedures and this Certificate (see "How to file a Claim")
 27. in connection with suicide or attempted suicide or self-inflicted injury;
 28. in connection with commercial diving or snorkelling operations.

In addition to the above Exclusions

We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose AIG Australia, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

GENERAL POLICY PROVISIONS

Effective Date: The Effective Date of coverage is the date acceptance of cover is confirmed by DAN or its agent and will commence at 12:01 a.m. local time at Your home address.

Waiting Period: The Effective Date will be deferred to a later date later than the date determined under the provision headed Effective Date. The circumstances when this will occur as well as the corresponding deferred Effective Date is set out below:

- i. If you have engaged in any diving or other activity prior to their Effective Date that has materially contributed to, directly or in-directly or resulted in a Diving Incident or where applicable an Accidental In-water Injury, then the Effective Date will be deemed to be deferred to the date of your complete recovery from such injury as certified by a medical practitioner.
- ii. If you are confined in an Institution on the Effective Date for this cover, then the Effective Date for their cover will be deemed to be deferred to the date of your discharge from the Institution.

In both the circumstances listed above, no cover will be provided under the Group Policy and these Terms for any evacuation, medical, paramedical or other benefits incurred prior to the deferred Effective Date, regardless of the date on which a claim for such cover or benefit is made by or on behalf of the Insured Person.

Physical Examination and Autopsy: AIG has the right to have a Physician of their choice examine any Insured Person as often as reasonably necessary while a claim is pending. AIG also has the right to have an autopsy performed in the case of death, unless prohibited by law. These will be done at AIG's expense.

Termination of Policy: Termination is without prejudice to any claims that originate prior to the termination date.

Right to Recovery: If payments for claims made by AIG are more than the amount payable under the Group Policy and Terms, AIG may recover the overpayment. AIG may seek recovery from one or more of: (i) any Member to or for whom benefits were paid; (ii) any other insurers; (iii) any Institution, Physician or other provider of medical care; or, (iv) any other organization. AIG is entitled to deduct the amount of any such overpayments from future claims payable to You.

Subrogation: If benefits are paid under the Group Policy and Terms, then to the extent an Insured Person recovers any equivalent amounts arising out of the same event which triggered payments of benefits under the Group Policy and Terms from a third party, its insurer, or the Insured Person's uninsured motorist insurance, AIG will be entitled to a refund (from such amounts) of all benefits that it has paid.. and/ or deduct such amount from any benefits payable under the Group Policy or Terms. AIG is not responsible for the Insured Person's attorney's fees or other costs.

Upon request, the Insured Person must complete any required subrogation forms and return them to AIG. The Insured Person must cooperate fully with AIG in asserting its right to recover.

HOW TO FILE A CLAIM

1. If You need to make a claim, we will require You to:
 - a. provide Us with original invoices, receipts and other vouchers relating to Your loss or expenses.
 - b. produce Your Certificate of Insurance.
 - c. provide Us with all information We require.

For Claim Forms or any enquiries in relation to entitlement to claim under this insurance,, contact AIG for assistance on:

Phone: 1800 017 682 or alternatively You can lodge Your Claim online from the Claims page under <http://aig.com.au>

Complete the "Member's Statement" in full. Please answer all questions completely.

If you don't, the claim may have to be returned to you and delay settlement of your claim. Be sure to sign the claim form.

2. Ask the hospital and/or doctor to complete the reverse side of the form and return it to you. (The provider can attach an itemized bill instead.)
3. Attach any other bills, documents or statements that apply to the claim. It is important that they contain the right information.
4. Make copies of your forms and bills for your records -- your originals will not be returned to you.
5. If you received a payment from any other insurance, you must send the Explanation of Benefits with your bills before your claim can be settled.
6. Please forward your package of claim documents to: DAN World at the address shown above.